

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stoner's Pizza Joint, LLC		06/01/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Stoner's Pizza Joint Holdings, LLC		
Street Address:	5154 Lagorce Drive		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33140		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5820042	PIZZAPRENEUR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3053586363		
Email:	ggroisman@melandbudwick.com		
Correspondent Name:	Gabriel Groisman, Esq.		
Address Line 1:	200 South Biscayne Blvd.		
Address Line 2:	Suite 3200		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Gabriel Groisman		
SIGNATURE:	/Gabriel Groisman/		
DATE SIGNED:	08/20/2020		
Total Attachments: 3			
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OP \$40.00 5820042

ASSIGNMENT OF INTELLECTUAL PROPERTY AND DOMAIN NAME

THIS ASSIGNMENT OF TRADEMARKS, COPYRIGHTS AND DOMAIN NAME (“Assignment”) is entered into as of the effective date of May 27, 2020 (the “Effective Date”), by Stoner’s Pizza Joint, LLC, a Florida company, (“Assignor”) and Stoner’s Pizza joint Holdings, LLC, a Florida company (“Assignee”).

RECITALS

WHEREAS, the Parties entered into a Bill of Sale dated May 13, 2020;

WHEREAS, Assignor is the sole owner of the certain intellectual property rights, including but not limited to US trademark registrations:

STONER’S PIZZA JOINT, Registration Nos. 5,538,704 and 5,528,702,
STONER’S PIZZA JOINT STONE BAKED PIZZA, Registration No. 4,939,202,
PIZZAPRENEUR, Registration No. 5,820,042, and
OWN A JOINT, Registration No. 5,821,945, (the “Registrations”);

and US trademark applications:

STONER’S PIZZA JOINT, Serial No. 87,900,755,
NEW WAY TO GET BAKED, Serial No. 88,314,722,
A CULINARY HIGH, Serial No. 88,314,764, and
BUZZ IS BUILDING, Serial No. 88,314,783;

as well as related common law rights and associated goodwill, (collectively “Trademarks”);

WHEREAS, Assignor owns the registered domain name www.stonerspizzajoint.com (the “Domain Name”) and the contents therein;

WHEREAS, Assignor owns certain common law copyrights over the content of its website, found at the Domain Name, including but not limited to the content, recipes, illustrations, and logos, (collectively, “Copyrights”);

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademarks, including the goodwill to which pertains to the Trademarks, the ‘755 Application, the Domain

Name, and the Copyrights (collectively hereafter, the “Intellectual Property”), and Assignee desires to acquire such rights and goodwill;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (a) any and all of Assignor’s right, title and interest in and to the Intellectual Property, and all goodwill associated with the Intellectual Property; (b) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Intellectual Property, including without limitation, damages and payments for past or future infringements and misappropriations of the Intellectual Property; and (c) any and all rights to sue for past, present and future infringements or misappropriations of the Intellectual Property. As to the Copyrights, inclusive within Assignor’s transfer of all rights, title and interest in and to the Copyrights, and all goodwill associated with the Copyrights, are, without limitation, all interests accruing by reason of copyrights in the United States and international copyright conventions and any moral rights pertaining to the Copyrights, the right to secure copyright registration in the Copyrights and to any resulting registration in Assignee’s name, as claimant, and the right to secure renewals, reissues, and extensions of any such copyright or copyright registration in the United States of America or any foreign country. Further, Assignor hereby confirms that Assignee, and its successors and assigns, own the entire right, title and interest in the Copyrights, including the right to reproduce, prepare derivative works based upon the copyright in any material subject to such Copyrights, distribute by sale, by rental, by lease or by lending or by other transfer of ownership; to perform publicly; and to display, in and to the Copyrights, in any form, media, or technology now known or later developed for the full term of any U.S. copyrights and other proprietary (including intellectual property) rights that may exist in such Copyrights, whether or not the Copyrights constitute a “work made for hire” as defined in 17 U.S.C Section 201(b). In addition, Assignor agrees that no rights in the Intellectual Property are retained by Assignor, and that Assignor shall take all actions and cooperate as necessary to execute any documents that might be necessary to register, evidence, and/or perfect Assignee’s ownership of the Intellectual Property, and to take all reasonable steps necessary to transfer the registration for the Domain Name to Assignee.

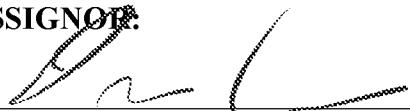

2. Miscellaneous.

a. **Acknowledgment of Rights.** In furtherance of the Assignment, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of their right, title, and standing to: (i) receive all rights and benefits pertaining to the Intellectual Property; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Intellectual Property, and (iii) defend and compromise and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

b. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

c. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives as of the day and year written below.

ASSIGNOR:  Stoner's Pizza Joint, LLC, a Florida company By: <u>Drew Ciccarelli</u> Date: <u>June 1, 2020</u>	ASSIGNEE:  Stoner's Pizza Joint LLC, a Florida company By: <u>MARK LOUKMAN</u> Date: <u>7-6-20</u>
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